

RECEIVED

Wallace Oenga

JUL 10 2019

Name

6843 Obrien St Apt B
Anchorage AK 99507

CLERK, U.S. DISTRICT COURT
ANCHORAGE, A.K.

Mailing address

907-978-3425

Telephone

RECEIVED

JUL 10 2019

WINNER & ASSOCIATES

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA

RAYMOND C GIVENS

Plaintiff/Petitioner,

vs.

WALLACE OENGA

et al.,

Defendant(s)/Respondent.

MOTION to/for

Request Rehearing and Motion
to Vacate Default Judgment

Case No. 3:19-CV-0043-HRH

I, Wallace Oenga, representing myself without
a lawyer, move to/for: Rehearing Request

under the following statute(s)/rule(s) (if known): Rule 59

for the following reason(s): I request a rehearing because I had
given Power of Attorney to Tony Delia to act on my behalf.

Tony did not receive the original Power of Attorney until
June 12, 2019. He contacted the Court and was advised
that he could not act on my behalf. I had also provided a
copy of the Power of Attorney to the Office of the Special

Trustee for American Indians (OST). They had in turn submitted the document to the Office of their Solicitor for approval, I was awaiting word that the document had been approved by the Solicitor.

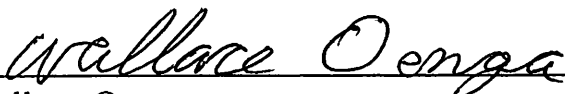
FIRST: I dispute the validity and legality of the Agreement referenced by Attorney Winner and Ray Givens. Then Attorney Givens used lies, threats, coercion and intimidation to get the family to sign the Agreement.

- A) Attorney Givens told all family members if they did not sign the Agreement they “would not see a penny” of the settlement.
- B) Attorney Givens picked me (Wallace Oenga) up by the lapels and told me to sign the Agreement and get the rest of the family members to sign.
- C) The family members had expressed their disagreement with Attorney Givens over wanting continued payments.
- D) The disagreement expressed by family members is evidenced by letter from Attorney Givens dated August 25, 2015.

SECOND: Even if the Court determines the Agreement is enforceable then Paragraph 8 of the Agreement states that Attorney Givens was no longer due fees after he withdraws as Attorney. Attorney Winner and Ray Givens himself have both declared that Ray Givens is no longer a practicing attorney and that he no longer represents the Oenga family.

Even if the Agreement were enforceable Ray Givens was no longer entitled to fees when he ceased representing the family/was no longer practicing.

Dated: July 7 , 2019


Wallace Oenga

I hereby certify a copy of this document was served upon Attorney Russell Winner, Winner & Associates, by fax to 907-277-4150 on July 10 , 2019.


Wallace Oenga